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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

THE BUYING TRIANGLE, LLC,

Plaintiff,

-against-

INFOSYS BPO LIMITED, f/k/a Progeon
Limited,

Defendant.

INFOSYS BPO LIMITED,

Counter-Complainant,

-against-

THE BUYING TRIANGLE, LLC,

Counter-Defendant.

ECF Case

No. 07 Civ. 4647 (GEL)

**PLAINTIFF THE BUYING TRIANGLE,
LLC'S INITIAL DISCLOSURE
PURSUANT TO RULE 26(a)(1)**

Plaintiff and Counter-Defendant The Buying Triangle, LLC (“TBT”), by its
attorneys, Olshan Grundman Frome Rosenzweig & Wolosky LLP, for its disclosure
pursuant to Fed. Rule of Civil Procedure Rule 26(a)(1), states:

F.R.C.P. 26(a)(1)(A): The names, addresses and telephone numbers of individuals likely to have discoverable information that TBT may use to support its claims and defenses on relevant disputed matters (except for impeachment purposes):

<u>NAME</u>	<u>SUBJECT MATTER</u>
Tariq A. Hassan The Buying Triangle, LLC 280 Rector Place, Suite 8C New York, NY 10280 212 842-2602	Contractual and professional relationship between TBT and Infosys BPO Limited (“Infosys”)
Bernard M. Gunther The Buying Triangle, LLC 26 Brent Road Lexington, MA 02420 781 734-0487	Contractual and professional relationship between TBT and Infosys
Devesh Nayel Contact Unknown	Contractual and professional relationship between TBT and Infosys; Infosys marketing of TBT product
Amitabh Chaudhry Infosys BPO Limited Regd Office: Plot Nos 26/3, 26/4 & 26/6 Hosur Road Electronics City, Bangalore 560 100 INDIA	Contractual and professional relationship between TBT and Infosys; Infosys marketing of TBT product
Amit Sharma Infosys BPO Limited Regd Office: Plot Nos 26/3, 26/4 & 26/6 Hosur Road Electronics City, Bangalore 560 100 INDIA	Contractual and professional relationship between TBT and Infosys; Infosys marketing of TBT product
Ravi Raman Infosys BPO Limited Regd Office: Plot Nos 26/3, 26/4 & 26/6 Hosur Road Electronics City, Bangalore 560 100 INDIA	Breach of security in Infosys FTP server relative to TBT

Ritesh Idnani Infosys BPO, Ltd. 400 Crossing Boulevard Suite 101 Bridgewater, NJ 08807	Infosys marketing of TBT product
Guru Mohan The Hartford Hartford Plaza 690 Hartford Avenue Hartford, CT 06115 860 757-1567	Infosys performance relative to service for TBT clients; breach of security in Infosys FTP server relative to TBT
Jeanne Nakamoto Metavante 11000 West Lake Park Drive Milwaukee, WI 53224 414 815-4542	Infosys performance relative to service for TBT clients
Patricia Lavigne Wolters Kluwer 2700 Lake Cook Rd. Riverwoods, IL 60015 847 267-7546	Infosys performance relative to service for TBT clients

TBT reserves its right to supplement or amend this list of witnesses, to call at trial or for deposition any additional or different witnesses, including rebuttal and impeachment witnesses, and to present testimony from witnesses concerning other subject areas if the need for such testimony arises. By identifying any potential witness or by producing any document, TBT does not adopt any testimony offered by such witness or concede its relevance.

F.R.C.P. 26(a)(1)(B): A description by category and location of all documents, electronically stored information and tangible things that are in possession, custody and control of TBT that it may use to support its claims or defenses, except for those items used solely for impeachment:

1. Documents relating to the August 25, 2006 letter agreement between TBT and Infosys, and the performance of the parties thereunder.

2. Documents reflecting communications between TBT and Infosys.

Certain of those materials are available for inspection at the offices of Olshan Grundman Frome Rosenzweig & Wolosky LLP, Park Avenue Tower, 65 East 55th St., New York, New York 10022. All are within the custody of TBT or its attorneys. TBT reserves its right to modify and supplement its response as necessary and appropriate to include additional document(s) relevant to support its claims.

F.R.C.P. 26(a)(1)(C): At this time, TBT provides the following calculations with respect to the following respective categories of damages:

Bills paid to Infosys -- \$96,218

Other out of pocket expenses -- \$77,899

Cost of TBT principals' time -- \$545,800

Subtotal of above -- \$719,917

In addition to the foregoing, TBT has suffered additional damages that are not presently susceptible to calculation. Accordingly, TBT reserves its right to modify and supplement its response as necessary and appropriate to include additional information relevant to support its claims.

F.R.C.P. 26(a)(1)(D): TBT is not party to any insurance agreement to satisfy any judgment which may be entered in this action or to indemnify or reimburse any party for payments made to satisfy any such judgment.

Dated: New, York, New York
September 10, 2007

OLSHAN GRUNDMAN FROME
ROSENZWEIG & WOLOSKY LLP

By:



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